



**Solihull**  
Community Housing  
Shaping our neighbourhoods

# Your Tenancy Agreement

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# 1. Welcome to your new home

This agreement explains the conditions of your tenancy and says what we must do as your landlord, and what is expected of you as our tenant.

There is a list of definitions at the end of this tenancy agreement to help you understand it. If you do not understand a part of or all of the agreement, you should ask us to explain it more fully to you. Alternatively you may wish to contact a Housing Advice Centre, a Law Centre, Citizens Advice Bureau or a Solicitor to get independent advice.

You can contact us by:

- Filling in the form on our website [www.solihullcommunityhousing.org.uk](http://www.solihullcommunityhousing.org.uk)
- Phoning 0121 717 1515,
- Sending a text message to 07781 474 722,
- Writing to us at Freepost RLSS-UEBA-RTUZ, Solihull Community Housing, Endeavour House, Meriden Drive, Solihull, B37 6BX, or
- Calling into a Solihull Connect or area housing office.

Becoming a tenant means that you take on certain responsibilities both to us, as your landlord, your neighbours, and to the wider community, in which you live. You should think very carefully about signing this tenancy agreement and make sure you understand what it says.

If this is a joint tenancy, each of you is responsible for keeping to all the conditions in this agreement. Even if one tenant leaves the home, the other tenant must still keep to these conditions, which include continuing to pay the rent.

If you are a new tenant then during the first year of the tenancy we will regularly review how you are doing. This is known as the 'probationary period'. If you have any problems maintaining your tenancy during the probationary period or you have breached the terms of this agreement, we may end the tenancy and ask you to move out. As an alternative to ending the tenancy we may instead extend the probationary period by a further 6 months if we consider it is appropriate and fair to do so.

If at the end of the probationary period we are satisfied that you are able to maintain your tenancy, this agreement will continue. However this is subject to any right you or we have to end this agreement early or any fixed-term ends.

We are committed to ensuring that your home and the services we provide are of high quality. We want you to live in a peaceful neighbourhood free from anti-social behaviour. We expect you to look after your home and to treat your neighbours in the way you would like to be treated. You must pay your rent and any service charge on time.

If we do not meet our responsibilities under this agreement you must tell us about it and give us the opportunity to put things right. Equally, if you break your side of the agreement we will tell you what has gone wrong and give you a chance to put things right. If you fail to take this opportunity then we may take legal action and you may

lose your home or your tenancy may be demoted. We feel this firm approach means all local residents can live happily in their homes.

In developing our services, we work very closely with tenants. If you would like to be involved in taking decisions which affect where you live, please telephone the Customer Engagement Team on 0121 717 1515 to find how you can become involved.

We hope you enjoy living in your new home.

## 2. Types of Tenancy

There are five types of tenancy that we operate. The front cover (called a schedule) to this tenancy agreement explains the type of tenancy that you have been offered.

### 2.1 **Introductory tenancies**

If you have an introductory tenancy your tenancy will last for 12 months (unless we extend the probationary period by 6 months). At the end of the introductory tenancy, your tenancy will become a secure tenancy, which may be for a fixed term. If you break the conditions of your introductory tenancy we will carefully consider what action to take and it is possible you will be evicted from your home.

2.2 Introductory tenants do not have the same rights as a secure tenant. This means that you are not allowed to buy your home, vote to change your landlord, exchange your home (mutual exchange), take in a lodger, assign your tenancy, sublet, or make any alterations to your home unless there are exceptional circumstances.

### 2.3 **Starter tenancies**

If you have a starter tenancy your tenancy will last for 12 months (unless we extend the probationary period by 6 months) and will be an assured shorthold tenancy. At the end of the starter tenancy your tenancy will become either an assured tenancy or an assured shorthold tenancy for a fixed term.

2.4 If you break the conditions of your starter tenancy we will carefully consider what action to take and it is possible you will be evicted from your home.

2.5 As a starter tenant you do not have the same rights as an assured tenant. This means that you are not allowed to buy (acquire) your home, vote to change your landlord, exchange your home (mutual exchange), take in a lodger, assign your tenancy, sublet, or make any alterations to your home unless there are exceptional circumstances.

### 2.6 **Secure tenancies**

If you have a secure tenancy your rights are set out in the Housing Act 1985. We will not interfere with your right to live in your home unless we have to take legal action to end your tenancy because you have broken any of the conditions of this tenancy agreement or we serve you with a notice to demote your tenancy. However, we are not allowed to evict you from your home or demote your tenancy without proving our case in court and obtaining a court order to do so.

2.7

### **Assured tenancies**

If you have an assured tenancy your rights are set out in the Housing Act 1988. We will not interfere with your right to live in your home unless we have to take legal action to end your tenancy such as if you have broken any of the conditions of this tenancy agreement or we serve you with a notice to demote your tenancy. However, we are not allowed to evict you from your home or demote your tenancy without proving our case in court and obtaining a court order to do so.

2.8

### **Fixed-term (flexible) tenancies**

If you have a fixed-term tenancy your rights are set out in the Housing Act 1985 (council tenancies) or the Housing Act 1988 (Solihull Community Housing tenancies) as modified by the Localism Act 2011.

2.9

The tenancy will typically last for either 2 or 5 years, depending on your circumstances. The schedule attached to this agreement will tell you how long this agreement is for.

2.10

During the fixed term we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy such as if you have broken any of the conditions of this tenancy agreement. Before the end of your tenancy we will review your housing need and the way you have conducted your tenancy. If we decide to renew your tenancy we will grant you a further tenancy.

2.11

We will tell you at the review meeting what tenancy you will be offered.

2.12

As a fixed-term tenant you do not have the same statutory rights as a secure or assured tenant. However, we have contractually extended many of the rights you would have had. It is therefore important that you read this agreement carefully so that you know what your rights are and what is expected of you as our tenant.

## 3. General Terms

This section applies to all types of tenancy.

### 3.1 Rent

You pay a weekly rent for your home. This includes payment for basic rent and any service charges as stated in the schedule to this agreement. The service charge is based on the amount we expect to spend on services during the coming year. You pay the weekly service charge at the same time as the basic rent.

3.2 You must promptly pay your rent and any other charges due as notified to you by us.

3.3 You must not withhold any rent or other charges that you are liable for.

3.4 In the first year of this agreement, we may change the rent by giving you not less than one calendar month's notice in writing.

3.5 After the first change in rent (see clause 3.4 above), we may increase your rent by giving you not less than one calendar month's notice in writing. The notice will set out the rent proposed.

3.6 For the purposes of section 3.5 of this agreement (above) we will follow the procedure set out in either section 13 of the Housing Act 1988 (Solihull Community Housing tenants) or section 102 of the Housing Act 1985 (Council tenants).

3.7 Any debt, including rent, from a previous tenancy must be paid in full unless we have agreed a repayment schedule with you. Failure to maintain payments as agreed will be taken as a breach of this Agreement.

3.8 We may collect water rates on behalf of Severn Trent Water PLC and where this applies it is collected as part of the rent and may be changed by written notice.

3.9 Fuel charges, where they apply, are collected as part of the rent and may be changed by written notice.

3.10 If we temporarily move you from your home to another property, you remain liable for paying the rent and any other charges at this property.

3.11 If you receive Housing Benefit it is your responsibility to tell the housing benefit department immediately if your circumstances change.



- 3.12 If you are a joint tenant you are both jointly and separately responsible for paying the rent and other charges due. This means that we can ask either of you to pay the full amount due and any arrears even if one of you has left the property.
- 3.13 We operate a 50-week rent collection period, which allows two rent-free weeks unless you are behind with your scheduled payments or have rent arrears. You must continue to make payments and pay off any arrears during the rent-free weeks.
- 3.14 No adjustment by way of a refund will be made if you stop being a tenant before a rent-free week.
- 3.15 It is your responsibility to meet all outgoings for the property, such as council tax, water, gas and electric, for which you, as the tenant, are responsible.
- 3.16 If you have made any advance rent payments (known as credits) on your previous home's rent account we will add the credit to your current rent account to the oldest liability first (this is known as crediting your account).
- 3.17 If you leave your home to become our tenant in another home we will also be entitled to use all rent payments made on your new home to pay off any arrears on your old home. We will also be entitled to use any rent credits you have built up on your old home to cover the rent of your new home.
- 3.18 We can reduce the rent at any time.
- 3.19 **Service Charge**  
You must pay any service charge due as part of your weekly payment, in addition to your rent. The service charge is your share of the cost of providing the services set out in the attached schedule to this tenancy agreement.
- 3.20 The schedule identifies what tenancy you have been offered and what you are likely to be offered after any probationary period (if you keep to the terms of this agreement and are able to satisfactorily manage your tenancy), together with the basic rent and what services you are required to make a payment for. The service charge is variable.
- 3.21 We may increase or decrease the service charge by giving you at least one month's notice of the change in writing.
- 3.22 For the avoidance of doubt, the service charge is part of the rent and will be varied using the procedure in section 3.6 of this agreement.

### 3.23 **Tenancy Reviews**

If you are an introductory, starter or fixed-term tenant we will review your tenancy before the agreement ends.

3.24 Introductory and starter tenants are required to participate in the tenancy reviews. Tenants who do not participate in the review process will be in breach of this agreement. This may result in possession proceedings being brought against the tenant or a decision that the probationary period should be extended.

3.25 The review will consider, for example, whether the rent is being paid, the continuing needs of tenants (such as whether the home has more bedrooms than needed), or any problems that might have arisen during the tenancy. You will find a list of review criteria in the Local Tenancy Strategy and Tenancy Policy. Both policies are available to view on our website [www.solihullcommunityhousing.org.uk](http://www.solihullcommunityhousing.org.uk).

3.26 Possible outcomes of a tenancy review are:

- You may be given a new tenancy and stay in your current home.
- You may be given a new tenancy in a different home (for example, you may need fewer bedrooms).
- You may be given a 'lifelong' secure tenancy and stay in your current home.
- You may be given a 'lifelong' secure tenancy and moved to a different home.
- You may be given notice that your tenancy is being terminated, or
- We may give you notice to extend the probationary period for six months.

### 3.27 **Altering this agreement**

We may vary the other conditions of the tenancy by giving you a minimum of four weeks written notice of the variation. Before doing this, we will first invite your comments on the proposed change and take any comments you make into consideration.

3.28 Section 3.27 (above) does not apply to a term of a tenancy which is implied by an enactment.

3.29 For the purposes of section 3.28 (above) an enactment includes an enactment comprised in subordinate legislation (within the meaning of the Interpretation Act 1978).

### 3.30 **Data Protection**

As a data controller, we will handle details we have about you in line with current data protection legislation and our policies, which may change, for the purpose of managing your tenancy.

3.31 Your information may also be shared with other council services and partner organisations to ensure our records are kept accurate and to help us identify services or benefits you may be entitled to or interested in. We may also need to share your information for the prevention and detection of fraud and / or other crimes or as the law requires. For further information about how we use your information please refer to Solihull Community Housing's Privacy Statement on [www.solihullcommunityhousing.org.uk/](http://www.solihullcommunityhousing.org.uk/) or contact by email: [info@solihullcommunityhousing.org.uk](mailto:info@solihullcommunityhousing.org.uk) or telephone: 0121 717 1515

3.32 In line with data protection legislation, we will allow you reasonable access to other personal information that we have about you or members of your family. This will not apply if other people have given us this information about you in confidence. There may be a small administrative charge to cover our reasonable costs.

### 3.33 **Notices to you**

You agree that we may serve notices (including notices of legal proceedings) or other formal communication arising from this agreement on you either personally or by posting them to or leaving them at your home (if different) to your last-known address.

### 3.34 **Right to fix wires etc.**

We have the right to:

- Erect, attach, fix and maintain any wires, poles, brackets, fixtures and fitting in, over or upon your home for the purpose of supplying radio and television service to any property;
- Install and maintain or improve in your home and in the shared areas, cables, wires, fixtures or other equipment for provision by us of emergency alarm or security systems.

## 4. Our Responsibilities

### 4.1 Repairs

We will maintain the outside and structure of your home. This includes:

- Drains, gutters, sewers and external pipes (except where the drains and sewers are the responsibility of a water company, when defects will be reported to that company);
- The roof;
- Outside walls, outside doors, windows, windowsills, window catches, sash cords, window frames, including necessary outside painting and decorating; internal walls, floors, ceilings and skirting boards, but not including internal painting and decoration or minor repairs to plaster that you could carry out in the course of preparing for decoration;
- Chimneys, chimney stacks, annual service of solid fuel systems and flues but not including sweeping;
- External plasterwork and rendering;
- Integral garages and stores;
- Boundary fencing but not dividing fencing.

4.2 We will keep in repair and proper working order any installations we provide for heating, water heating and sanitation and for the supply of water, gas and electricity within your home. This includes:

- Basins, sinks, baths, toilets, flushing systems and waste pipes, water pipes, taps and stop taps;
- Electric wiring including sockets, light fittings and switches; water heaters, fireplaces, fitted fires and central heating installations and gas pipes;
- Shared fire alarm systems;
- Shared door entry systems;
- Mains-wired pull cord systems;
- Mains-wired smoke detectors (where applicable);

- Battery operated smoke detectors, which we installed (where this applies you are responsible for maintaining batteries that work).

4.3 We are not responsible for providing or repairing gas, electricity or water meter cupboards. Nor will we pay for the provision of or repair meter cupboards.

4.4 We are not responsible for repairing or replacing damaged items resulting from deliberate damage, neglect or carelessness by you, members of your household, visitors to your home or pets.

4.5 Subject to any service charge payable by you (if any) we will keep any communal entrances, halls, stairways, lifts, passageways, rubbish chutes and any other shared areas including their electric lighting in reasonable repair and fit for use by you and other occupiers and visitors to your home.

#### 4.6 **Anti-social behaviour and harassment**

If you report antisocial behaviour, including noise nuisance, to us we will provide advice and assistance to help you resolve the situation. We will do all that we can to help and support you. We will record and investigate all reports of serious antisocial behaviour and we will visit you to tell you about any action we agree to take.

4.7 We will act straight away to deal with any incidents of harassment and will always help and support you. In cases of harassment, including racial harassment and hate crime, one of our officers will contact you and arrange to visit you.

#### 4.8 **Consultation**

We will consult you or your representative if you are likely to be substantially affected by any proposed changes in, or additions to, our housing management services and maintenance (other than amounts charged for rents, service charges and water).

4.9 We will publish a summary of the rules for deciding priority in allocating housing, including transfers and exchanges and publish information at least annually about tenancies; housing management performance indicators, policies, complaints procedure and details of the Independent Housing Ombudsman.

4.10 In providing a housing service we will have regard to the appropriate regulatory framework and guidance issued by the Government or Social Housing Regulator, but neither the framework or guidance form part of this agreement.

4.11 We will provide you with information about how to use your home and gain access to our services when you need to.

## 5. Your Responsibilities

### 5.1 Use of premises

You must take possession of the property at the start of the tenancy and not part with possession of the property or sublet the whole of it. If there are joint tenants at least one of you must occupy the property as your only or principal home.

5.2 You or someone on your behalf must tell us as soon as practicable if you will be away from the property for more than 28 days, for any reason, so that we know you have not abandoned your home. If you do not tell us that you are going away and we are of the opinion that you have ceased to occupy the property as your only or principal home we may serve you with a notice to quit and change the locks.

5.3 You must not run a business from your home without our written consent and any planning or other consents that you may need from the Council or other relevant agencies. We will not usually refuse permission unless we feel that the business is likely to cause a nuisance to other people or damage the property. If, after we have given permission, we can give you notice withdrawing our permission.

5.4 You must not fix to or display on your home any notice, advertisement, sign or board on the outside of the property or inside the property so that it is visible from the outside without getting our permission beforehand and any relevant planning permission.

5.5 You must not damage deface or put graffiti on your home or any part of our property.

5.6 If you occupy a flat you must co-operate with us and your neighbours to keep communal areas clean, tidy and clear of any obstructions.

### 5.7 Overcrowding

You must not allow your home to be occupied by more people than are permitted by law.

### 5.8 Internal decoration

You must keep the inside of your home and any of our fixtures and fittings in repair. You must also keep your home in a good state of decoration, allowing for fair wear and tear. You must decorate all internal parts of your home as often as necessary to keep them in reasonable decorative order.

- 5.9 You must not damage your home. If you do, you must repair or replace anything belonging to us that has been damaged deliberately, accidentally or by neglect or that of a member of your family or your household guests to your home, whether invited or not. This does not include normal wear and tear.
- 5.10 If you do not repair the damage for which you are responsible, we may carry out the repairs and charge you for our costs for doing this.
- 5.11 If you, members of your household or guests to your home (whether invited or not) cause damage to neighbouring properties, whether deliberate or accidental, you are responsible for this repair. If you do not repair the damage for which you are responsible, we may carry out the repairs and charge you for our costs of doing this.
- 5.12 You must obtain our written permission before laying any hardwood/laminate flooring in your home. Careful consideration will be given to each request but other than in exceptional circumstances, permission is unlikely to be given if the premises are above the ground floor.
- 5.13 **Minor repairs**  
You are responsible for doing minor repairs and replacements such as replacing broken glass (broken by you, your family, visitors or pets), locks, light bulbs, plugs, blocked sinks and washbasins, and tap washers as quickly as possible.
- 5.14 **Access**  
You must allow us, our agents, contractors or workmen acting on our behalf to enter the property at all reasonable times for the purposes of inspecting the condition of your home, carrying out repairs, cleaning and removing items posing a potential health risk, disinfestations, improvements, alterations or other works to your home or adjoining property, carrying out a gas safety inspection or service. We will give you a minimum of three days notice, in writing.
- 5.15 You must give us access at least once every calendar year so that we can inspect gas installations and flues. If you do not give us access, we may take legal action against you for breach of your tenancy.
- 5.16 If an emergency arises or we believe that there is an imminent risk to any person or property, we have the right to enter your home at any time without notice using reasonable force, if necessary, and carry out any work to your home, your neighbour's home or to any communal parts near to your home.

5.17 If after we have given you reasonable notice (or in an emergency we believe that there is an imminent risk to any person or property) you restrict access to your property, we may take court action against you to gain access. We may ask the court to make an order for costs against you, including solicitors/barristers fees, the court fee and any other reasonable expenses incurred.

### 5.18 **Improvements, alterations and additions**

You may make improvements, alterations and additions to your home, including putting up aerials, external decoration and additions or alterations to our installations, fixtures and fittings as long as you get our written permission first and all necessary approvals (for example, planning permission or building regulations approval) beforehand.

5.19 We will not unreasonably refuse your request. All improvements must be done to our satisfaction. Any alterations or improvements will normally become our property when the tenancy is ended. Alternatively, at the end of your tenancy we may ask you to remove, at your own expense, any structures you have added, and make good to the fabric of the building.

5.20 Introductory and starter tenants do not have the right to carry out any alterations or improvements to their home.

5.21 You must not tamper with or damage gas or electricity supplies, meters, smoke detectors or any other equipment provided to or at your home.

5.22 If you wish to build your own shed, external store, walls or put up fences, you must get our permission in writing before doing so and you will be responsible for their maintenance in the future.

### 5.23 **Reporting disrepair**

You must promptly report to us any repairs needed that we are responsible for.

### 5.24 **Gardens**

You must keep any garden let to you as part of your tenancy in a reasonably tidy and cultivated condition and free of rubbish. If we have to clear any rubbish we will charge you with the cost of this work as extra rent.

5.25 You must not put up a shed, garage or greenhouse without getting our written permission first.



- 5.26 Except for routine trimming and pruning, you must not remove, alter or replace any hedge, fence, wall or tree at the property without our written permission.
- 5.27 You must not store any rubbish, furniture or appliances in the garden of the property. If you do we may have to remove the items and we will charge you with the cost.
- 5.28 You should keep any hedge around your garden maintained to a reasonable height and condition and not obstruct any footpath.

5.29 **Rubbish collection**

You must dispose of rubbish in line with council guidelines and instructions. You must comply with the requirements of the council in relation to putting your bins out for collection and you must take them in the same day as they are emptied. If recycling bins are provided, you must use them in accordance with council guidelines and instructions.

- 5.30 You must keep the property clean and tidy including any balcony. If we have to do work to bring it back to a reasonable standard, such as removing rubbish, we will charge you for this.
- 5.31 You must keep all shared areas such as entrances, stairways, corridors and landings clean and free from obstructions. You should not leave any personal belongings or rubbish in these areas. If we have to remove anything in these areas we may charge you with the cost of this work as extra rent.
- 5.32 You must keep washing and drying areas and any other shared areas clear of rubbish and obstacles.

5.33 **Hazardous substances**

You must not store dangerous, hazardous, flammable or explosive materials, liquids, gases or tools in your home or in any communal areas.

- 5.34 You must not keep or use liquid petroleum gas, paraffin or petrol in flats or communal areas.

5.35 **Your neighbourhood and your behaviour**

You, your family, friends and relatives or anyone living with or visiting you (including children) must not do any of the following:

- Anything which causes or is likely to cause a nuisance or annoyance to anyone in the local area;

- Anything which interferes with the peace, comfort or convenience of other people living in the local area;
- Harass or threaten to harass or use or threaten violence towards anyone in the locality of your home or the local area;
- Harass or threaten to harass or use or threaten violence towards our staff, agents or contractors or any tenant representatives;
- Use or threaten violence towards anyone living in the property;
- Use record players, radios, televisions, CD players, amplifiers, loudspeakers or musical instruments of any kind in a way that will annoy people, or so they can be heard outside the property;
- Use any domestic machinery or DIY equipment in such a way or at such times (e.g. at night or early in the morning) that it causes nuisance and annoyance to other people.

5.36 We may take legal action to evict you if you behave anti-socially or you are convicted of a crime committed at the property or in the locality.

5.37 You must not place any item or allow any item or items to be placed in such a position (either inside or outside of your home) so that access to and from your home or to and from any neighbouring property or land is restricted.

5.38 **Harassment**

You, your children, friends, relatives, any other person living in your home and visitors must not harass or threaten to harass or do anything that is likely to disturb or cause offence to any person on the grounds of their race, colour, ethnic or national origin, their religion, age or gender or sex or because of any disability they may have.

5.39 **Domestic violence**

You must not threaten or commit acts of domestic violence on any members of your household while in your home or neighbourhood.

- 5.40 **Illegal activities**  
You must not use the property for any criminal, immoral or illegal purpose including selling, supplying or using any illegal drugs, storing or handling stolen goods or prostitution.
- 5.41 **Pets and other animals**  
Tenants are responsible for the health and welfare of their pets. Under the Animal Welfare Act 2006, this is called a duty of care. This requires proper day-to-day management and care of the pet. If tenants have any questions about the care of their pet they should contact their vet.
- 5.42 You must not keep any animal that is prohibited by law, including any dog identified under the Dangerous Dogs Act 1991.
- 5.43 Any pets and animals that you keep in your home must not cause damage to your home and/or a nuisance to your neighbours and/or their lawful visitors.
- 5.44 The control of your pets and any pets visiting the property are your responsibility. If cats are allowed free access outside then you must take steps to ensure that they do not cause a nuisance to your neighbours.
- 5.45 Dogs must always be kept under control and on a lead when in public areas. They must never be allowed outside your property on their own - this includes communal balconies and stairwells. Dog faeces must always be removed immediately.
- 5.46 You must not install any large fish tank(s) or any large pet enclosures without getting written permission first. The purpose of this condition is to avoid structural damage being caused to your home as a result of weights being too heavy for your home to bear.
- 5.47 **Insects and vermin**  
You must not do anything that encourages insects, pests or vermin into your home, or that could cause a health risk to you or others. If we consider that there is a health risk we may enter your home in order to rectify the situation. If you do not allow us to enter your home we may ask a court to allow us to enter without your permission.
- 5.48 **Vehicles and parking**  
You, your family, friends or anyone living with you or visitors to the property must not do any of the following:

- Park a vehicle anywhere on the property unless it has a garage, parking space or driveway with hard standing and a dropped kerb;
- Park any vehicle on any land owned by us without a valid road fund licence or in an un-roadworthy condition;
- Park on land owned by us, except where it is designated for parking;
- Build a parking space, garage or drive without our written permission;
- Park such as to block roadways, grass verges, drives, footpaths or other vehicle or pedestrian access;
- Park caravans, trailers, boats or a business vehicle of over 1 tonne in weight at the property or on any land owned by us. If we have to remove such a vehicle we will give at least 24 hours' notice and will charge you for the cost of this and any costs of storage.
- Park without a valid permit, either for residents or their visitors, where there is a parking scheme in operation;
- Carry out repairs except running repairs to your vehicle. Where we believe you may be receiving payment for repairs we may ask you to prove that the vehicle belongs to you. Should any damage be done as a result of such repairs we may carry out work to make this good and charge you with the cost as extra rent;
- Sell, rent or give away any parking space or garage which we provide for you;
- Double park or park in such a way that you obstruct other vehicles or pedestrians.
- Where a proper place for parking is not provided, you should park on the road immediately outside the property, if parking is available and subject to any parking restrictions.

5.49 By signing this agreement you authorise us to remove any vehicle that you leave abandoned on the property, which breaks these conditions, or which we think has been abandoned or is dangerous.

5.50 You will be liable to pay our expenses or our contractors expenses for removing and disposing of any such vehicle.

## 5.51 **Local agreements**

You must comply with any local regulations applying to the estate or block where your home is. We can make local regulations or agreements after consulting any local tenant representatives; and we can change them from time to time after consultation. We will supply a copy to every tenant affected.

## 5.52 **Assignment (transfer)**

Assignment is not allowed except by way of mutual exchange, a court order in certain matrimonial, civil partnership or Children Act proceedings or to a person eligible to succeed to the tenancy.

5.53 A probationary tenancy cannot be assigned except in connection with matrimonial proceedings, Children Act proceedings or to a person who would be qualified to succeed the tenant if the tenant died immediately before the assignment. This also applies to a tenancy, which is not a probationary tenancy but would be if the tenant was occupying or continuing to occupy the property as their only or principal home.

5.54 We will only refuse permission to assign on one of the grounds listed in this agreement.

5.55 One joint tenant cannot assign their tenancy to the other joint tenant.

5.56 An assignment to a child is not permitted other than by way of a court order.

## 5.57 **Ending your tenancy**

If you wish to end the tenancy you must give us a minimum of 4 weeks' notice in writing beginning with the date on which the notice is served us. You must also include a forwarding address or contact address.

5.58 If there are joint tenants, any one of the joint tenants can end the tenancy and we will decide if any of the other joint tenants can stay in the home.

5.59 We may accept less than 4 weeks' notice in exceptional circumstances.

5.60 If you have a fixed-term tenancy we may dispense with the requirement that the notice be given in writing.

5.61 The tenancy will end on the date specified in the notice or (as the case may be) determined in accordance with arrangements made under sections 5.57 or 5.58 (above) of this agreement. If you have a fixed-term tenancy this agreement will only end on the date given in the

notice if on that date no arrears of rent are owed to us, and you are not otherwise materially in breach of a term of this agreement.

- 5.62 You must give us vacant possession of and return all the keys on or by the agreed termination date or the end of the tenancy. If the keys are not returned we will secure access to the property and change the locks. We will charge you for the reasonable costs of securing the property against re-entry.
- 5.63 The property must be left in a clean condition, clear of all rubbish, and free of your furniture and possessions.
- 5.64 If you install any fixtures, most of these will become our property, which you must not remove when the tenancy ends. If there is an item you wish to take with you, then you must obtain our permission before you remove it. If you remove fixtures, you may be charged the cost of them being replaced.
- 5.65 We will take steps to recover from you any reasonable costs we incur in replacing or repairing any missing or damaged items, replacing or repairing any alterations which do not comply with relevant regulations, replacing or repairing any alterations for which we did not give our written consent, meeting all reasonable removal and/or storage charges when items are left in the premises after the termination date, cleaning the property.
- 5.66 We will store any items left in the premises after the termination date for a maximum of 28 days. We will notify you at your last known address. If the items are not collected within 28 days period we will dispose of them and you will be liable for our reasonable costs of disposal.
- 5.67 In the event of your death, your next of kin or executor must notify us in writing of your death and terminate the tenancy. The tenancy will continue until we receive notice and failure to terminate the tenancy may incur further costs against your estate including unpaid rent.
- 5.68 If you go to court because of a divorce, a domestic dispute or a relationship breakdown, the court will decide whether to order the transfer of the tenancy to one or other of the partners. The tenancy rights will end for the other person who must leave the property.
- 5.69 You must allow us, or any person authorised to act on our behalf, access to view the property within the last 28 days of your tenancy and during normal working hours, for the purposes of accompanying a prospective tenant. We will give you at least 24 hours' notice in writing for these visits.

5.70 Termination of this tenancy agreement does not affect any other right or remedy that either party may have in relation to any earlier breach of this tenancy agreement.

5.71 **Absence from your home**

You must tell us in writing and in advance if you leave your home for a period of over four weeks (28 days). You must provide a contact address; return date and the name of anyone looking after your home in your absence.

5.72 **Notices**

If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

- First class post (or other service which provides for delivery on the next business day): on the second day after it was posted, left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day.
- Document exchange: the second day after it was left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day.
- Delivering the document to or leaving it at a permitted address: if it is delivered to or left at the permitted address on a business day before 4.30 pm, on that day; or in any other case, on the next business day after that day.
- Fax: if the transmission of the fax is completed on a business day before 4.30 pm, on that day; or in any other case, on the next business day after the day on which it was transmitted.
- Other electronic method: if the e-mail or other electronic transmission is sent on a business day before 4.30 pm, on that day; or in any other case, on the next business day after the day on which it was sent.
- Personal service: if the document is served personally before 4.30 pm on a business day, on that day; or in any other case, on the next business day after that day.

5.73 For the purposes of this Agreement “your home” means your last known address.

5.74 To prove delivery, it is sufficient to prove that:

- If sent by pre-paid first-class post, the envelope containing the notice was properly addressed and posted; or
- If sent by fax, the notice was transmitted by fax to the fax number of the party and a transmission receipt was received; or
- If sent by email, the notice was transmitted by email to the email address of the tenant and no notice of non-delivery was received; or
- If sent by Document Exchange, the envelope containing the notice or other communication was properly addressed and put into the Document Exchange.

5.75 If the party receiving a letter, notice or court proceedings consist of more than one person, a notice to one of them is notice to all.



## 6. Your Rights

### 6.1 **Right to occupy**

Unless a fixed-term tenancy has come to an end you have the right to live in your home during the tenancy without interruption or interference by us unless:

- We need access to your home to inspect it, let a prospective tenant view it, carry out repairs, or check any installation in your home, or
- You break any term of your tenancy agreement, or
- You stop occupying the property as your only or main home.

### 6.2 **Right to take in lodgers and sub-let part of your home**

If you are a fixed-term, assured or secure tenant you have the right to take in a lodger but you must get our written permission before they move in. We will not refuse permission unreasonably. You must not allow the property to become overcrowded.

6.3 Probationary tenants cannot take in a lodger unless there are exceptional circumstances. You must get our written permission before they move in.

6.4 If you are a fixed-term, secure or assured tenant you have the right to sublet part of but not the whole of your home. You must get our written permission beforehand. We will not refuse permission unreasonably.

6.5 Probationary tenants cannot sublet any part of their home unless there are exceptional circumstances. You must get our written permission.

### 6.6 **Right to consultation**

We will consult you before making changes in matters of housing management or maintenance, which are likely to have a substantial effect on you, your home or tenancy.

### 6.7 **Right to information**

We will tell you about the way we manage the homes we own or are responsible for. We will follow any guidance issued under legislation.

6.8 We are subject to guidance on housing management practice issued by the Homes and Communities Agencies or its successors with the

approval of the Secretary of State. We will also follow the Tenant's Handbook as amended from time to time.

## 6.9 **Right to exchange**

You have the right to exchange this tenancy with one of our tenants or with another registered social landlord or council tenant, provided you first obtain our written permission and get written permission from the other tenant's landlord. We can also attach conditions to our consent. If either party pays money or offers another incentive to any other party to obtain an exchange, this will be a breach of this agreement. You may then lose your home. You do not have this right during the probationary period (including any extension period). This is subject to part 9 of this agreement.

## 6.10 **Right to succeed**

If a joint tenant dies, the tenancy will pass to the other joint tenant [this is called survivorship] and will count as a succession.

6.11 By law there is only one right to succession so a second succession is not possible.

6.12 If a sole tenant dies, the tenancy will automatically pass to the tenant's spouse or civil partner or a person living with the tenant as their spouse or civil partner at the time of death unless the deceased tenant succeeded to the tenancy.

6.13 If the tenancy does not pass to the tenant's spouse or civil partner or a person who was living with the tenant as their spouse or civil partner, we will consider whether to offer a new tenancy of the property or of another property to a member of their family or anyone who was living with the tenant before their death.

6.14 A person is a member of the tenant's family if they are their grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece, step-relative or adopted child.

6.15 All claims to succeed to the tenancy must be made to us in writing within three months of the death of the tenant.

## 6.16 **Right to acquire**

You may have the right to acquire your home unless you live in housing excluded from this right by law. You do not have this right during the probationary period (including any extension period). Details are available on request.

- 6.17 **Right to buy**  
If you are a 'qualifying person' (as defined in section 171B of the Housing Act 1985 (as amended)) you may have the right to buy your home. You do not have this right during the probationary period (including any extension period). Details are available on request.
- 6.18 **Right to repair**  
You have the right to have qualifying repairs, which are our responsibility carried out in the timescales shown in the tenants' handbook. Where you have reported the need for a qualifying repair and we have confirmed this by sending a receipt to you but where we have, without good reason, failed to carry out the repair on time, you can request another contractor to complete the repair at no cost to you. Details are available on request.
- 6.19 **Right to compensation**  
If the second contractor does not complete a qualifying repair on time you may be entitled to compensation. Details are available on request.
- 6.20 **Right to make improvements**  
You may make improvements, alterations and additions to your home, including external decoration, fixtures and fittings, as long as you get our written permission and all other necessary approvals (for example, planning permission or building regulations approval) beforehand. When you move out we will ask you to pay the cost of putting right any alterations you have made to the property without our permission. You do not have this right during the probationary period (including any extension period).
- 6.21 **Right to compensation for improvements**  
Depending on the type of improvements, you may be entitled to receive compensation for them if you end your tenancy. This will be explained further at the time you apply for permission to carry out the works. If a fixed-term tenancy comes to an end and another tenancy (of any description) is offered and accepted for the same property, then there will be no right to compensation for improvements.
- 6.22 **Security of tenure**  
As long as you live in the property as your only or principal home we can only end the tenancy by getting a court order for possession. We may end your tenancy by giving you four weeks' notice in writing.

6.23 At any time during this tenancy, we may seek to end the tenancy by serving you with:

- A Notice Seeking Possession (secure tenants)
- A Notice of Proceedings for Possession (introductory tenants)
- A Notice of Forfeiture (fixed-term tenants)
- A Notice Requiring Possession (starter tenants and fixed-term assured shorthold tenants)
- A Notice of Seeking Possession (assured tenants)

Relying on one or more of the grounds for possession set out in this agreement.

6.24 We may decide to extend the probationary period of your tenancy. We will make this decision before the end of the first twelve months and will write to tell you the decision to grant the extension period. We may grant an extension period of up to six months. During this extension period you will continue to be either an introductory or starter tenant. You have the right to ask for a review of our decision.

6.25 If we serve you with a Notice of Proceedings for Possession, a Notice of Forfeiture or a Notice Requiring Possession, and we decide to go to court, you have the right to ask for a review.

6.26 When this tenancy is an assured or secure tenancy, we may seek a demotion order by serving you with a Demotion Notice. If this tenancy is demoted we may subsequently ask a court to make a possession order. You have the right to ask for a review of either decision.

## 6.27 **Reviews**

Probationary tenants have the right to request a review of a decision to extend the probationary period or to seek an order of possession.

6.28 A fixed-term tenant (or prospective fixed-term tenant) has the right to request a review of a decision to grant a fixed-term tenancy (whether or not on the coming to an end of an existing tenancy of any kind), or of a decision to serve a notice stating that, on the coming to an end of an introductory tenancy, it will become a flexible tenancy. The review may only be requested on the basis that the length of the term does not accord with our policy as to the length of the terms of the flexible tenancies we grant. A request for a review must be made within 21 days of the person concerned receives the offer or notice, or such longer period as we may in writing allow.

6.29

A fixed-term tenant has the right to request a review of our decision to seek an order for possession. A request for a review must be made within 21 days beginning with the day on which the notice is received.

## 7. Getting Permission

- 7.1 You must get our written permission before doing any of the following:
- Let anyone who you did not tell us about on your housing application move in with you for more than four weeks;
  - Carry out any changes or improvements to the property;
  - Put up a garage, shed or greenhouse in the garden;
  - Build a parking space or drive;
  - Remove, alter or replace any walls, fences, hedges or trees;
  - Sublet any part of the property or take in a lodger;
  - Exchange or transfer your home;
  - Put up a satellite dish, radio aerial or TV aerial.
- 7.2 During the probationary period you do not have the right to do any of these things.
- 7.3 In any case where you have to get our written permission, we agree not to refuse permission unreasonably.

## 8. Grounds for Possession

The following are summaries of the only grounds and circumstances in which we will serve notice and seek to recover possession as set out in the relevant legislation detailed in Section 2 of this agreement. Please note that not all the grounds listed below are relevant to the types of tenancy that we currently offer.

- 8.1 You have eight weeks' or two months' rent arrears.
- 8.2 You have not paid the rent that is due.
- 8.3 You have persistently delayed in paying the rent that is due.
- 8.4 Any one or more of the conditions of this tenancy agreement have been broken or not performed.
- 8.5 You or anyone living in your home has caused the condition of your home to deteriorate.
- 8.6 You or anyone living in or visiting your home have caused or are likely to cause a nuisance or annoyance to anyone in the locality or you have been convicted of using your home for illegal or immoral purposes or of a serious criminal offence.
- 8.7 You or a person living in or visiting your home is guilty of conduct likely to cause nuisance or annoyance to the landlord, or someone employed in connection with their landlord's housing management functions, where the conduct relates to or affects those functions. There is no requirement for this conduct to have taken place within the locality of your home.
- 8.8 You or a person living with them has been convicted of an offence committed at the scene of a riot anywhere in the UK.
- 8.9 You, a member of your household or a person visiting the property has:
  - Been convicted of a serious offence;
  - You or a member of your household or a person visiting the property has been found by a court to have breached an injunction to prevent nuisance and annoyance;
  - You, a member of your household or a person visiting the property has been convicted for breach of a criminal behaviour order;
  - Your property has been closed under a closure order and the total period of closure was more than 48 hours;

- You, a member of your household or a person visiting the property have been convicted of a breach of a notice or order to abate noise in relation to your property under the Environmental Protection Act 1990.
- 8.10 Your home was occupied by you and your partner and your partner has left because of violence or threats of violence likely to be carried out by you to them (or a member of their family living in your home before they left) and we are satisfied that they are unlikely to return.
- 8.11 You or anyone living in your home have damaged any furniture provided under this tenancy agreement, causing it to deteriorate; and in the case of damage by a lodger or sub-tenant you have not taken the steps you should reasonably have taken to remove the lodger or sub-tenant.
- 8.12 Your home was let to you as a result of your employment with us and you are no longer in that employment.
- 8.13 The tenancy was granted to you as a result of you (or someone acting on your behalf) knowingly or recklessly making a false statement.
- 8.14 If the tenancy is passed under your will or if you die without making a will:
- (a) We may bring proceedings to recover possession of your home within 12 months after your death or, if the court so directs, within 12 months after the date on which, in the opinion of the court, we became aware of your death;
  - (b) Where we have accepted rent after your death, this will create a new tenancy only if we agree in writing to a change in the amount of rent, or a period of the tenancy, or any other term of the tenancy agreement.
- 8.15 A fixed-term tenancy has come to an end.
- 8.16 At the end of the fixed term of an assured shorthold tenancy, we can end the tenancy using the procedure set out in section 21 of the Housing Act 1988 (as amended). The section 21 procedure requires us to serve you with two months' notice requiring possession before applying to court for a possession order. We are not required to rely on any ground for possession and a court hearing is not always required. Before serving the notice requiring possession we must also serve you with a notice at least six months before the end of the fixed term telling you why we are not minded to grant you a new tenancy when the term of the current tenancy expires.



- 8.17 For the purposes of section 8.16 above, the service of a section 21 notice is sufficient to act as activating any break clause in this agreement.
- 8.18 We can use the section 21 procedure outlined above to end a starter tenancy. We can serve you with a notice requiring possession at any time during the probationary period but the earliest we can enforce any order for possession made by the court is six months from the start.
- 8.19 If at any time the rent or any part of it is unpaid for 21 days after becoming payable (whether formally demanded or not), or at any time you fail to perform or observe any of your responsibilities in this agreement and/or at any time there may arise statutory grounds on which a court may make an order for possession, it shall be lawful for us or anyone duly authorised by us at any time thereafter to re-enter on the property or any part of it and this tenancy shall then terminate (but without affecting any right or remedy we may have against you in respect of any breach of your responsibilities in this agreement).
- 8.20 We may re-enter the property and end any tenancy if any of the following applies:
- The rent and/or other charges payable remains unpaid, wholly or in part, for 21 days after becoming due, whether formally demanded or not; or
  - You do not use, or cease to use, the property as your only or principal home; or
  - Any of your other obligations in this agreement is not complied with, or
  - Any of the grounds for possession listed in Schedule 2 to the Housing Act 1985 or Housing Act 1988, which relate to secure and assured tenancies applies.
- 8.21 The tenancy was assigned to you, or to a predecessor in title of yours who is a member of your family and is residing in the property, by an assignment made by virtue of section 92 (assignments by way of exchange) and a premium was paid either in connection with that assignment or the assignment which you or predecessor himself made by virtue of that section.
- 8.22 'Premium' means any fine or other like sum and any other pecuniary consideration in addition to rent.
- 8.23 The property forms part of, or is within the curtilage of, a building which, or so much of it as is held by us, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, and

- The property was let to you or a predecessor in title of yours in consequence of you or your predecessor being employed by us, or by a local authority, a development corporation, a housing action trust, an urban development corporation, or the governors of an aided school, and
- You or a person residing in the property has been guilty of conduct such that, having regard to the purpose for which the building is used, it would not be right for you to continue in occupation of the property.
- You are no longer employed by us, or by a local authority, a development corporation, a housing action trust, an urban development corporation, or the governors of an aided school, and the property is required for use by someone in the role formerly performed.

8.24 The property was made available for occupation by you (or a predecessor in title of yours) while works were carried out on the property which you previously occupied as his only or principal home and:-

- You (or predecessor) was a secure tenant of the other property at the time when you ceased to occupy it as his home,
- You (or predecessor) accepted the tenancy of the property of which possession is sought on the understanding that you would give up occupation when, on completion of the works, the other property was again available for occupation by you under a secure tenancy, and the works have been completed and the other property is so available.

8.25 The property is overcrowded, in such circumstances as to render you guilty of an offence.

8.26 We intend, within a reasonable time of obtaining possession of the dwelling-house to demolish or reconstruct the building or part of the building comprising the dwelling-house, or to carry out work on that building or on land let together with, and thus treated as part of, the property, and cannot reasonably do so without obtaining possession.

8.27 The property is in an area, which is the subject of a redevelopment scheme approved by the Secretary of State or the Housing Corporation, or Scottish Homes and we intend within a reasonable time of obtaining possession to dispose of the property in accordance with the scheme.

Or

Part of the property is in such an area and we intend within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme and reasonably require possession of the property.

- 8.28 We are a charity and your continued occupation of the dwelling house would conflict with the objects of the charity.
- 8.29 The property has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling-house and there is no longer such a person residing in the property, and we require it for occupation (whether alone or with members of his family) by such a person.
- 8.30 We are a housing association or housing trust which lets dwelling-houses only for occupation (whether alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing, and either there is no longer such a person residing in the property or you have received from a local housing authority an offer of accommodation in premises which are to be let as a separate dwelling under a secure tenancy, and we require the property for occupation (whether alone or with members of his family) by such a person.
- 8.31 The property is one of a group of dwelling-houses which it is our practice to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of properties in order to assist persons with those special needs, there is no longer a person with those special needs residing in the property, and we require the property for occupation (whether alone or with members of his family) by a person who has those special needs.
- 8.32 The property is more extensive than you reasonably require and the tenancy vested in you by virtue of section 89 (succession to periodic tenancy), you being qualified to succeed by virtue of section 87(b) (members of family other than spouse), and notice of the proceedings for possession was served more than six months but less than twelve months after the date of the previous tenant's death.
- 8.33 In this Agreement references to the landlord or us include any authority or body having an interest of any description in the property.

## 9. How we may take enforcement action against you

If you breach this agreement or commit acts of nuisance, Anti-social Behaviour, Harassment or domestic violence, we may use a range of enforcement action instead of or in addition to ending your tenancy.

### **Injunctions**

We reserve the right to seek injunctions, including an injunction to prevent nuisance and annoyance, to require you to comply with, or to stop you breaching your obligations under this agreement. This includes, but is not limited to, giving us access to your home. This may be in addition to or as an alternative to any possession proceedings, under the grounds listed in this agreement. We may also claim damages and costs arising from any breach by you.

### **Anti-social Behaviour Order**

We reserve the right to apply to court for an Anti-social Behaviour order (or similar), including a Criminal Behaviour Order (or its equivalent) against you, another member of your household, guest or visitor to your property, who has behaved in a way that is likely to have caused Harassment, alarm or distress to person(s) outside your household.

### **Parenting Order**

We reserve the right to apply to court for a Parenting Order (or its equivalent) against you, if you are the parent of a child or young person and we believe that the child or young person has engaged in anti-social behaviour, and resides or appears to reside with you.

## 10. Grounds for refusing an application for an assignment or an exchange

(These grounds do not apply to fixed-term tenants)

### Ground 1

The tenant or the proposed assignee is subject to a possession order or a suspended possession order or if proceedings against the tenant are pending before any court using a mandatory or discretionary ground for possession for anti-social behaviour.

### Ground 2

A notice seeking possession is in force against the tenant or the proposed assignee under Grounds 1 - 6 of Schedule 2 of the 1985 Act or possession proceedings have begun against either party on one or more of those grounds (e.g. a Notice Seeking Possession has been served).

### Ground 3

The accommodation is substantially larger than is reasonably required by the proposed assignee.

### Ground 4

The size of the accommodation is not reasonably suitable for the needs of the assignee.

### Ground 5

The dwelling forms part of, or is within the curtilage of, a building which is held mainly for non-housing purposes or is situated in a cemetery and was let to the tenant or his predecessor in connection with their employment with the landlord, or with a local authority, a new town corporation, housing action trust, Development Board for Rural Wales, or the governors of a grant-aided school.

### Ground 6

The landlord is a charity and the proposed assignee's occupation would conflict with the objects of the charity.

### Ground 7

The dwelling is designed to make it suitable for a physically disabled person and if the exchange took place, no such person would be living in the dwelling.

## **Ground 8**

The landlord is a housing association or housing trust which provides accommodation only for persons whose circumstances, (other than merely financial circumstances), make it especially difficult for them to satisfy their housing needs and if the exchange took place there would be no such person living in the dwelling.

## **Ground 9**

The dwelling is one of a group that is let to persons with special needs and a social service or special facility is provided close by in order to assist the tenants - if the exchange took place there would be no person with special needs living in the dwelling.

## **Ground 10**

The dwelling is the subject of a management agreement where the manager is a housing association of which at least half the members are tenants subject to the agreement, and at least half the tenants of the dwellings are members of the association, and also that the proposed assignee is not such a member nor is willing to become one.

## **(These grounds apply to fixed-term tenants)**

### **Ground 1**

This ground is that any rent lawfully due from a tenant under one of the existing tenancies has not been paid.

### **Ground 2**

This ground is that an obligation under one of the existing tenancies has been broken or not performed.

### **Ground 3**

This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling house let on that tenant's existing tenancy.

### **Ground 4**

This ground is that either of the following conditions is met.

The first condition is that proceedings have begun for possession of a secure tenancy, and possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985 (grounds on which possession may be ordered despite absence of suitable accommodation).

The second condition is that a notice has been served on a relevant tenant under section 83 of that Act (notice of proceedings for possession), and the notice specifies one or more of those grounds and is still in force.

## Ground 5

This ground is that either of the following conditions is met.

The first condition is that proceedings have begun for possession of an assured tenancy, and possession is sought on one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession)

The second condition is that a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and the notice specifies one or more of those grounds and is still in force

## Ground 6

If proceedings against the tenant are pending before any court using a mandatory or discretionary ground for possession for anti-social behaviour.

## Ground 7

This ground is that either of the following conditions is met.

The first condition is that a relevant order or suspended Ground 2 or 14 possession order is in force in respect of a relevant tenant or a person residing with a relevant tenant.

The second condition is that an application is pending before any court for a relevant order, a demotion order or a Ground 2 or 14 possession orders to be made in respect of a relevant tenant or a person residing with a relevant tenant.

For the purposes of Ground 6 a “relevant order” means—

- an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour),
- an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour),
- an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords),
- an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998, or
- an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003;
- a “demotion order” means a demotion order under section 82A of the Housing Act 1985 or section 6A of the Housing Act 1988;
- A “Ground 2 or 14 possession order” means an order for possession under Ground 2 in Schedule 2 to the Housing Act 1985 or Ground 14 in Schedule 2 to the Housing Act 1988.

## Ground 8

This ground is that the accommodation afforded by the dwelling house proposed to be let on the new tenancy is substantially more extensive than is reasonably required by the existing tenant or tenants to whom the tenancy is proposed to be granted.

## Ground 9

This ground is that the extent of the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is not reasonably suitable to the needs of the existing tenant or tenants to whom the tenancy is proposed to be granted, and the family of that tenant or those tenants.

## Ground 10

This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions.

The first condition is that the dwelling-house forms part of or is within the curtilage of a building that, or so much of it as is held by the landlord is held mainly for purposes other than housing purposes, and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery.

The second condition is that the dwelling-house was let to any tenant under the existing tenancy of that dwelling-house, or a predecessor in title of the tenant, in consequence of the tenant or the predecessor being in the employment of—

- (a) the landlord under the tenancy,
- (b) a local authority,
- (c) a development corporation,
- (d) a housing action trust,
- (e) an urban development corporation, or
- (f) The governors of an aided school.

## Ground 11

This ground is that the landlord is a charity and the occupation of the dwelling house proposed to be let on the new tenancy by the relevant tenant or tenants to whom the new tenancy is proposed to be granted would conflict with the objects of the charity.

## Ground 12

This ground is that both of the following conditions are met.

The first condition is that the dwelling house proposed to be let on the new tenancy has features that are substantially different from those of ordinary dwelling houses, and are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling house.

The second condition is that if the new tenancy were granted there would no longer be such a person residing in the dwelling house.



### **Ground 13**

This ground is that both of the following conditions are met.

The first condition is that the landlord is a housing association or housing trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to meet their need for housing.

The second condition is that, if the new tenancy were granted, there would no longer be such a person residing in the dwelling house proposed to be let on the new tenancy.

### **Ground 14**

This ground is that all of the following conditions are met.

The first condition is that the dwelling house proposed to be let on the new tenancy is one of a group of dwelling houses, which it is the practice of the landlord to let for occupation by persons with special needs.

The second condition is that a social service or special facility is provided in close proximity to the group of dwelling houses to assist persons with those special needs.

The third condition is that if the new tenancy were granted there would no longer be a person with those special needs residing in the dwelling house.

### **Ground 15**

This ground is that all of the following conditions are met.

The first condition is that the dwelling house proposed to be let on the new tenancy is the subject of a management agreement under which the manager is a housing association, and at least half the members of the association are tenants of dwelling houses subject to the agreement.

The second condition is that at least half the tenants of the dwelling houses are members of the association.

The third condition is that no relevant tenant to whom the new tenancy is proposed to be granted is, or is willing to become, a member of the association.

(References to a management agreement include a section 247 or 249 arrangement as defined by 250A (6) of the Housing and Regeneration Act 2008).

## **Additional ground for withholding consent to mutual exchange (all tenancies)**

An injunction order under Section 153 Housing Act 1996 or an anti-social behaviour order or a demotion order or a possession order under Ground 2 for secure tenancies or Ground 14 for assured tenancies is in force or an application for one of those is pending either against the tenant, the proposed assignee or a person who resides with either of them.

An additional ground for refusing consent for assignment is that proceedings have been begun for possession under section 84A (absolute ground for possession for anti-social behaviour), or there has been served on the tenant or the proposed assignee a notice under section 83ZA (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour) which is still in force. Additionally, assignment or an exchange may be refused if there is in force a suspended anti-social behaviour possession order or a suspended riot-related possession order.

# 11. Explanation of words used in this agreement

## **Abandonment**

Voluntarily leaving your home without any obvious intention to return.

## **Assignment**

This is about the transfer of legal rights (usually a tenancy) from one person to another.

## **Assured Tenancy**

Assured tenants typically have landlords who are Registered Providers of Social Housing. The tenant must be an individual rather than a company or charity etc. The property must have been let as a separate place to live in. Assured tenants have long-term security of tenure.

## **Boundary Fencing**

This refers to the fencing (or something similar), which marks out the extent of the land owned by your landlord (not including dividing fencing).

## **Council**

The Metropolitan Borough Council of Solihull.

## **Communal Area**

Any part of the building and land that all tenants can share or use.

## **Demoted Tenancy**

Where a tenant (or a person who the tenant is responsible for) has been involved in anti-social behaviour, a court order may be obtained to downgrade the tenancy for 12 months.

It is easier to evict a demoted tenant because they have fewer rights and less security of tenure.

## **Dividing Fencing**

This refers to a fence (or something similar), which divides your home from your neighbour's home.

## **Enforcement Proceedings**

This means any legal action that we may take to require you to comply with the terms of this agreement or to stop you breaking the terms of this agreement.

## **Exchange**

Swapping your home with another tenant by assignment. If both tenants agree to the exchange it is called a mutual exchange.

## **Eviction**

This happens if you are required to leave your home after enforcement proceedings. We will not evict you without a court order.

## **Fixed-term Tenancy**

A tenancy agreement for a specific period of time (usually either 2 or 5 years) after which time the contractual tenancy (this Agreement) automatically ends if it is not renewed.

## **Fixtures and Fittings**

All appliances, lighting equipment and furnishings in the property including installations for supplying or using gas, electric or water.

## **Genuine Emergency**

A real and immediate risk of harm to you, someone in your household or the immediate vicinity of your home or a real risk of serious damage to your home or to your neighbour's home (or all of these). We will decide whether a situation is an emergency or not.

## **Garden**

Lawns, hedges, flowerbeds, trees, shrubs, slatted and paved areas, outside walls and fences.

## **Home**

The property let to you under this agreement, including any garden, garage, outbuilding, fence or wall. This does not include anything let to you under a separate agreement, such as a garage or a garage site. The boundaries of your home are defined by the physical boundaries of your property at the date of this agreement.

## **Household**

Anyone living at or staying in your home for any period of time.

## **Improvement**

Any alteration or addition to the property that improves the facilities that was at your home when you first moved in.

## **Introductory Tenancy**

A probationary tenancy for 12 months (which can be extended for a further 6 months) with reduced statutory rights.

## **Joint Tenancy**

Two or more people who are tenants under the same agreement in which each has an interest in the whole of the property.

## **Legislation**

A general term meaning Regulations and Acts of Parliament, including any enactment comprised in subordinate legislation, within the meaning of the Interpretation Act 1978.

**Locality**

The area around your home that is more than the road or street where your home is. We consider that locality means (at least) the whole of the Metropolitan Borough of Solihull.

**Lodger**

A person who has the tenant's permission to live in part of your home without having exclusive occupation of any part of it, whether or not they pay you any money.

**Maisonette**

A flat with more than one floor.

**Member of Your Family**

Your parent, child, grandchild, grandparent, brother, sister, uncle, aunt, nephew, niece, step-relative and adopted or fostered child.

**Month**

A calendar month

**Neighbour**

Everyone living in the local area, including people who own their own home and other tenants.

**Partner**

Your husband, wife (or civil partner) or anyone you live with as if they were your husband or wife (or civil partner).

**Periodic**

A period of this agreement (usually a week).

**Pet**

Any animal.

**Possession Order**

This is a formal instruction from a court that gives us permission to take action to make you leave your home.

**Property**

The property you live in, including any garden, but not including any communal or shared areas.

**Probationary Tenancy**

An introductory or starter tenancy.

**Qualifying Successor**

Someone who is entitled to take over your tenancy when you die.

**Recklessly**

Unreasonably or without care.

## **Rent**

This is the total payment due from you to us as set out in this agreement (which may be increased from time to time).

## **Rent Free Weeks**

There are two weeks every year when no rent is due from you to us. This does not apply if you have rent arrears.

## **Security of Tenure**

A tenant's legal right to occupy their home. We will not remove a person from their home without a possession order unless you have ceased to occupy the property as your only or principal home.

## **Secure Tenancy**

Secure Tenants have landlords who are public bodies such as local authorities (SMBC). The tenant must be an individual rather than a company or charity etc. The property must have been let as a separate place to live in.

Temporary accommodation given to homeless people will not be secure tenancies.

## **Shared Areas**

Also called communal areas. This includes halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

## **Starter Tenancy**

A probationary tenancy for 12 months with reduced statutory rights. Similar to an assured shorthold tenancy.

## **Statutory Body**

An organisation, such as the Homes and Communities Agency that performs certain tasks for an on behalf of the Government.

## **Subletting**

Giving another person exclusive possession of part of your home.

## **Supported Housing**

Includes charges for services, which provide support to the tenant to help them maintain their tenancy. Support may be funded from the supporting people grant.

## **Temporary Move**

This is where we may need to move you from your home to somewhere temporary. Any offer of a temporary home is on the basis that you will return to your home as soon as practicable. Temporary accommodation has very limited security of tenure.

## **Tenancy Variation Date**

Following consultation with tenants the date on which any proposed variation to their tenancy agreement becomes effective.

**Vehicle**

A car, bus, lorry, motorbike, bike, quad bike, boat, trailer, caravan or other means of transport.

**We, us, our**

Your landlord

**Weekly Tenancy**

Rent is paid weekly

**Written permission/consent**

Correspondence from us giving you permission to do something. If you need our consent to do something, we may ask you to put your request in writing.

**You**

The tenant, and in the case of joint tenants, any one or all of you.

**Your Rights**

The rights that are established by Parliament (as interpreted in a court) or the common law or this (and any supplementing or replacing) agreement.